

FILED
U.S. DISTRICT COURT
DISTRICT OF NEBRASKA
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OFFICE OF THE CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	4:08CR 3061
vs.)	
)	INDICTMENT
RETHA HUDKINS,)	(18 U.S.C. §§ 1344, 1029(a)(5),
)	and 1343)
)	
Defendant.)	

The Grand Jury charges:

COUNT 1

1. From on or about May 14, 2003, through on or about December 27, 2005, in the District of Nebraska and elsewhere, the defendant, RETHA HUDKINS, knowingly executed and attempted to execute a scheme and artifice:

(a) to defraud TierOne Bank, Lincoln, Nebraska, a financial institution whose accounts were and are insured by the Federal Deposit Insurance Corporation; and

(b) to obtain moneys, funds, credits, assets, securities, and other property owned by and under the custody or control of TierOne Bank, Lincoln, Nebraska, a financial institution whose accounts were and are insured by the Federal Deposit Insurance Corporation, by means of materially false and fraudulent pretenses, representations, and promises.

2. It was part of the scheme and artifice that during the course of the scheme, RETHA HUDKINS, served as the office manager for South Lincoln Medical Group, P.C. During the course of the scheme and artifice, RETHA HUDKINS would contact an employee of TierOne Bank,

Lincoln, Nebraska, and falsely represent to the employee that South Lincoln Medical Group, P.C. and its shareholders wished to obtain a loan from TierOne Bank. In fact, as RETHA HUDKINS well knew, South Lincoln Medical Group, P.C. and its shareholders had not authorized or consented to obtaining various loans from TierOne Bank.

3. It was further part of the scheme and artifice that RETHA HUDKINS would receive loan documents from an employee of TierOne Bank, Lincoln, Nebraska, and would falsely sign or cause to be signed the loan documents, including promissory notes, Commercial Loan Agreements, and Guaranty commitments without the consent, permission or authorization of the South Lincoln Medical Group, P.C. or its shareholders.

4. It was further part of the scheme and artifice that RETHA HUDKINS would then provide the loan documents back to the employee of TierOne Bank, Lincoln, Nebraska, and would obtain loan proceeds from the loans executed by TierOne Bank, for South Lincoln Medical Group, P.C., without the consent, permission or authorization of the South Lincoln Medical Group, P.C. or its shareholders. The loan proceeds would then be converted by RETHA HUDKINS for her own purposes, including use of loan proceeds designed to disguise previous conversions of funds from South Lincoln Medical Group, P.C., and its shareholders, for her benefit.

5. As a result of the scheme and artifice to defraud, loans totaling over \$360,000.00 were obtained by RETHA HUDKINS without the consent, permission or authorization of the South Lincoln Medical Group, P.C. or its shareholders. .

6. On or about May 14, 2003, in the District of Nebraska, RETHA HUDKINS, knowingly attempted to execute, and caused to be executed, the scheme and artifice as set forth above, in that RETHA HUDKINS, knowingly and fraudulently presented and caused to be presented

to TierOne Bank, Lincoln, Nebraska, a promissory note, note number XXXXXX6636, the full loan number known to the Grand Jury, in the name of South Lincoln Medical Group, P.C., which represented that South Lincoln Medical Group had agreed to receive a loan for \$100,000 and to secure repayment of the loan with collateral, when in truth and in fact, as RETHA HUDKINS well knew, South Lincoln Medical Group, P.C. and its shareholders, had not authorized or agreed to such a loan from TierOne Bank and had not authorized or agreed to secure the repayment of the loan with collateral owned by South Lincoln Medical Group, P.C., and its shareholders.

In violation of Title 18, United States Code, Section 1344.

COUNT 2

7. The Grand Jury hereby repeats and realleges each and every allegation contained in paragraphs 1 through 5 of the Indictment.

8. On or about July 5, 2006, in the District of Nebraska, RETHA HUDKINS, knowingly attempted to execute, and caused to be executed, the scheme and artifice as set forth above, in that RETHA HUDKINS, knowingly and fraudulently presented and caused to be presented to TierOne Bank, Lincoln, Nebraska, a renewal promissory note, note number XXXXXX6636, the full loan number known to the Grand Jury, in the name of South Lincoln Medical Group, P.C., which represented that South Lincoln Medical Group had agreed to receive a renewal loan for \$77, 238.21 and to secure repayment of the renewal loan with collateral, when in truth and in fact, as RETHA HUDKINS well knew, South Lincoln Medical Group, P.C. and its shareholders, had not authorized or agreed to such a renewal loan from TierOne Bank and had not authorized or agreed to secure the repayment of the renewal loan with collateral owned by South Lincoln Medical Group, P.C., and its shareholders.

In violation of Title 18, United States Code, Section 1344.

COUNT 3

9. The Grand Jury hereby repeats and realleges each and every allegation contained in paragraphs 1 through 5 of the Indictment.

10. On or about May 13, 2003, in the District of Nebraska, RETHA HUDKINS, knowingly attempted to execute, and caused to be executed, the scheme and artifice as set forth above, in that RETHA HUDKINS, knowingly and fraudulently presented and caused to be presented to TierOne Bank, Lincoln, Nebraska, a promissory note, note number XXXXXX7363, the full loan number known to the Grand Jury, in the name of South Lincoln Medical Group, P.C., which represented that South Lincoln Medical Group had agreed to receive a loan for \$100,000 and to secure repayment of the loan with collateral, when in truth and in fact, as RETHA HUDKINS well knew, South Lincoln Medical Group, P.C. and its shareholders, had not authorized or agreed to such a loan from TierOne Bank and had not authorized or agreed to secure the repayment of the loan with collateral owned by South Lincoln Medical Group, P.C., and its shareholders.

In violation of Title 18, United States Code, Section 1344.

COUNT 4

11. The Grand Jury hereby repeats and realleges each and every allegation contained in paragraphs 1 through 5 of the Indictment.

12. On or about June 22, 2004, in the District of Nebraska, RETHA HUDKINS, knowingly attempted to execute, and caused to be executed, the scheme and artifice as set forth above, in that RETHA HUDKINS, knowingly and fraudulently presented and caused to be presented

to TierOne Bank, Lincoln, Nebraska, a promissory note, note number XXXXXX1814, the full loan number known to the Grand Jury, in the name of South Lincoln Medical Group, P.C., which represented that South Lincoln Medical Group had agreed to receive a loan for \$99,596.14 and to secure repayment of the loan with collateral, when in truth and in fact, as RETHA HUDKINS well knew, South Lincoln Medical Group, P.C. and its shareholders, had not authorized or agreed to such a loan from TierOne Bank and had not authorized or agreed to secure the repayment of the loan with collateral owned by South Lincoln Medical Group, P.C., and its shareholders.

In violation of Title 18, United States Code, Section 1344.

COUNT 5

13. The Grand Jury hereby repeats and realleges each and every allegation contained in paragraphs 1 through 5 of the Indictment.

14. On or about January 11, 2005, in the District of Nebraska, RETHA HUDKINS, knowingly attempted to execute, and caused to be executed, the scheme and artifice as set forth above, in that RETHA HUDKINS, knowingly and fraudulently presented and caused to be presented to TierOne Bank, Lincoln, Nebraska, a promissory note, note number XXXXXX7869, the full loan number known to the Grand Jury, in the name of South Lincoln Medical Group, P.C., which represented that South Lincoln Medical Group had agreed to receive a loan for \$25,000 and to secure repayment of the loan with collateral, when in truth and in fact, as RETHA HUDKINS well knew, South Lincoln Medical Group, P.C. and its shareholders, had not authorized or agreed to such a loan from TierOne Bank and had not authorized or agreed to secure the repayment of the loan with collateral owned by South Lincoln Medical Group, P.C., and its shareholders.

In violation of Title 18, United States Code, Section 1344.

COUNT 6

15. The Grand Jury hereby repeats and realleges each and every allegation contained in paragraphs 1 through 5 of the Indictment.

16. On or about December 27, 2005, in the District of Nebraska, RETHA HUDKINS, knowingly attempted to execute, and caused to be executed, the scheme and artifice as set forth above, in that RETHA HUDKINS, knowingly and fraudulently presented and caused to be presented to TierOne Bank, Lincoln, Nebraska, a promissory note, note number XXXXXX7869, the full loan number known to the Grand Jury, in the name of South Lincoln Medical Group, P.C., which represented that South Lincoln Medical Group had agreed to receive a loan for \$60,000 and to secure repayment of the loan with collateral, when in truth and in fact, as RETHA HUDKINS well knew, South Lincoln Medical Group, P.C. and its shareholders, had not authorized or agreed to such a loan from TierOne Bank and had not authorized or agreed to secure the repayment of the loan with collateral owned by South Lincoln Medical Group, P.C., and its shareholders.

In violation of Title 18, United States Code, Section 1344.

COUNT 7

17. From on or about May 1, 2003, to on or about October 2, 2005, in the District of Nebraska, RETHA HUDKINS, knowingly and with the intent to defraud, effected transactions, affecting interstate and foreign commerce, with one or more access devices issued to another person or persons, namely, a MBNA credit card issued to P.N.G., a person whose full name is known to the Grand Jury, account number XXXX-XXXX-XXXX-2114, to receive payment or any other thing of value during any 1-year period the aggregate value of which was greater than \$1,000.

In violation of Title 18, United States Code, Section 1029(a)(5).

COUNTS 8-24

18. From on or about May 1, 2003, and continuing to on or about March 12, 2007, RETHA HUDKINS, devised and intended to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises from South Lincoln Medical Group, P.C., and its shareholders.

19. It was part of the scheme and artifice that RETHA HUDKINS served as office manager for South Lincoln Medical Group, and its shareholders. As part of her duties as office manager, RETHA HUDKINS was given use of an American Express Credit Card, card no. XXXX-XXXXXX-X1036, the full number known to the Grand Jury, in the name of RETHA HUDKINS. The credit card was billed by American Express to A.J. R., a person whose full name is known to the Grand Jury, and South Lincoln Medical Group in Lincoln, Nebraska. RETHA HUDKINS was provided the card for the exclusive purpose of paying for office supplies. RETHA HUDKINS was not authorized by South Lincoln Medical Group, P.C. or its shareholders to use the credit card for her personal expenses for herself or the expenses of others. All charges made on any American Express credit card are processed through the American Express processing center in Phoenix, Arizona.

20. It was further part of the scheme that RETHA HUDKINS, without the consent of the South Lincoln Medical Group, P.C., and its shareholders, made unauthorized charges to the American Express credit card, card no. XXXX-XXXXXX-X1036, to pay for personal expenses for herself and personal expenses of others. By making such credit card charges, RETHA HUDKINS represented that the South Lincoln Medical Group, P.C. and its shareholders had given authority to make the purchase of a personal expense, when in truth and fact, as known by RETHA HUDKINS,

she was not authorized to use the American Express credit card for the purchase of personal items. It was further part of the scheme that RETHA HUDKINS would then pay for these unauthorized personal credit card charges by using the proceeds of South Lincoln Medical Group, knowing that various credit card charges were not authorized or consented to by either South Lincoln Medical Group, P. C., or its shareholders. During the course of the scheme, RETHA HUDKINS, charged over \$28,000 in personal expenses without the authorization or consent of South Lincoln Medical Group, P.C. or its shareholders

21. On or about the dates set forth below, in the District of Nebraska and elsewhere, RETHA HUDKINS, having devised a scheme and artifice to defraud and obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, set forth above, and for the purpose of executing the scheme and artifice to defraud and obtain money, did knowingly cause to be transmitted in interstate and foreign commerce, by means of a wire communication, that is a wire transmission, certain signs, signals, and sounds as set forth below:

<u>COUNT</u>	<u>DATE</u>	<u>COMMUNICATION</u>
8	July 22, 2003	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Too, Inc. Lincoln, NE in the amount of \$113.35.
9	September 22, 2003	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to U-Stop, Lincoln, NE in the amount of \$27.00.
10	April 16, 2004	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Christopher & Banks, Lincoln, NE in the amount of \$86.67.

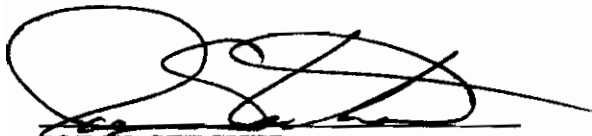
<u>COUNT</u>	<u>DATE</u>	<u>COMMUNICATION</u>
11	November 5, 2004	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Christopher & Banks in the amount of \$95.17.
12	January 31, 2005	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Blue Gauntlet Fencing, New Jersey, in the amount of \$34.00.13April 14, 2004 Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Rent N' Drive, Lincoln, NE in the amount of \$338.85.
14	March 23, 2005	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Best Buy Co. Lincoln, NE in the amount of \$1,688.44.
15	June 20, 2005	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Best Buy Co. Lincoln, NE in the amount of \$1,731.24.
16	October 13, 2005	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Hy-Vee Foods #1388, Lincoln, NE, in the amount of \$126.84.
17	October 27, 2005	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Von Maur, Lincoln, NE, in the amount of \$511.46.
18	November 1, 2005	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Maurice's , Lincoln, NE, in the amount of \$108.14.

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<u>COUNT</u>	<u>DATE</u>	<u>COMMUNICATION</u>
19	November 9, 2005	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Von Maur, Lincoln, NE, in the amount of \$202.23.
20	July 4, 2006	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to All Star Fencing, New York, NY in the amount of \$48.00.
21	July 4, 2006	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Blue Gauntlet Fencing, Saddle Brook, New Jersey, in the amount of \$48.00.
22	July 4, 2006	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Fencing.Net, Chamblee, GA, in the amount of \$15.91.
23	July 6, 2006	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Marriott Hotels, Atlanta, GA, in the amount of \$253.60.
24	July 6, 2006	Credit card charge from America Express card, card no. XXXX-XXXXXX-X1036, in the name of RETHA HUDKINS, to Marriott Hotels, Atlanta, GA, in the amount of \$354.62.

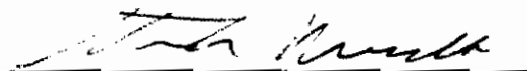
In violation of Title 18, United States Code, Section 1343.

A TRUE BILL


JOE W. STECHER
United States Attorney


FOREPERSON

The United States of America requests that trial of this case be held in Lincoln, Nebraska, pursuant to the rules of this Court.

A handwritten signature in black ink, appearing to read "Steven A. Russell", is written over a horizontal line.

STEVEN A. RUSSELL
Assistant U.S. Attorney